

ADDENDUM NO. 006

Date: June 22, 2020

City of Austin

Project Name San Antonio Street Chilled Water Distribution Extension

C.I.P. No. 7173.063 IFB No.: CLMC804

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated May 18, 2020 (*first advertisement date*). **Acknowledge receipt of this addendum in space provided on bid form.** Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

1. SECTION 00300U, UNIT PRICE BID FORM

Remove Section 00300U in its entirety and insert attached Section 00300U, in its place. (changes to the original text are identified by revisions bars in the page margins & underlined text).

B. Project Manual Revisions:

1. Section 00020, Invitation for Bids Article 3. **SUBMISSION OF BIDS REPLACE (Addendum No. 2):**

REPLACE:

ALL BIDS ARE DUE PRIOR TO (Austin Time) 2:00 PM June 25, 2020.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin Time) 2:00 PM June 25, 2020.

BIDS WILL BE OPENED AT (Austin Time) 3:00 PM June 25, 2020.

WITH:

ALL BIDS ARE DUE PRIOR TO (Austin Time) 2:00 PM July 9, 2020.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin Time) 2:00 PM July 9, 2020.

BIDS WILL BE OPENED AT (Austin Time) 3:00 PM July 9, 2020.

2. SECTION 00020, Invitation for Bids Article 3. **Submission of Bids Paragraph 3**

REPLACE:

Bidders may watch the bid opening online using the following Web link: CCO Web Bid Opening Click Here

WITH:

Bidders may watch the bid opening online using the following Web link: [CCO WEB BID OPENING CLICK HERE 1](#)

Bidding Requirements, Contract Forms and Conditions of the Contract

UNIT PRICE BID FORM

Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the City of Austin, Texas:

| | |
|-------------------|---|
| Solicitation No.: | CLMC804 |
| Project: | San Antonio Street Chilled Water Distribution Extension |
| CIP ID No.: | 7173.063 |

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

| Bid Item | Quantity | Unit | Item Description | Unit Price | Amount |
|---------------|----------|------|---|-------------|-----------------|
| 101S-C | 1 | LS | PREPARING THE ROW | \$ 50.00 | \$ 50.00 |
| 210S-A | 10 | CY | FLEXIBLE BASE | \$ 50.00 | \$ 500.00 |
| 340S-B | 157 | SY | HOT MIX ASPHALTIC CONCRETE PAVEMENT, 3 INCHES, TYPE C | \$ 100.00 | \$ 15,700.00 |
| 430S-B | 95 | LF | P.C. CONCRETE CURB AND GUTTER (FINE GRADING) | \$ 85.00 | \$ 8,075.00 |
| 432SR-6 | 90 | SF | RECONSTRUCT CONCRETE SIDEWALKS TO 6" THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK | \$ 70.00 | \$ 6,300.00 |
| 480S-RS | 565 | SF | RECONSTRUCT CONCRETE PAVER SIDEWALK, INCLUDING REMOVAL OF EXISTING SIDEWALK PAVERS | \$ 20.00 | \$ 11,300.00 |
| 501S-44 | 36 | LF | JACKING OR BORING 44 IN. PIPE, CLASS 150 | \$ 2,000.00 | \$ 72,000.00 |
| 501S-68 | 417 | LF | JACKING OR BORING 68 IN. PIPE, CLASS 150 | \$ 5,000.00 | \$ 2,085,000.00 |
| SP506S-MH | 3 | EA | COMMUNICATIONS MANHOLE, PER AUSTIN ENERGY STANDARD DETAIL R3 "COMMUNICATION VAULT" | \$ 2,800.00 | \$ 8,400.00 |
| 509S-1 | 320 | LF | TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTH) | \$ 10.00 | \$ 3,200.00 |
| SP-509S-2 | 1265 | SF | SPECIAL SHORING | \$ 100.00 | \$ 126,500.00 |
| SP-510-CHW-12 | 75 | LF | 12" CHS AND CHR PIPES, TWO 4" CONDUITS INSTALLED IN PARALLEL PER PLANS AND SPECIFICATIONS | \$ 100.00 | \$ 7,500.00 |

Bidding Requirements, Contract Forms and Conditions of the Contract

| Bid Item | Quantity | Unit | Item Description | Unit Price | Amount |
|------------------------|-------------|---------|--|--------------|--------------|
| SP-510-CHW-24 | 440 | LF | 24" CHS AND CHR PIPES, TWO 4" CONDUITS INSTALLED IN PARALLEL PER PLANS AND SPECIFICATIONS | \$1,000.00 | \$440,000.00 |
| 610S-E | 5 | EA | TREE TRUNK PROTECTION (WOOD PLANKING) | \$2,000.00 | \$10,000.00 |
| 628S-B | 578 | LF | SEDIMENT CONTAINMENT DIKES WITH FILTER FABRIC | \$1.00 | \$578.00 |
| 632S | 100 | CF | STORM INLET SEDIMENT TRAP | \$1.00 | \$100.00 |
| 700S-TM | 1 | LS | TOTAL MOBILIZATION PAYMENT | \$350,000.00 | \$350,000.00 |
| 802S-A C.I.P. | 1 | LS | C.I.P. PROJECT SIGNS | \$2,500.00 | \$2,500.00 |
| 803S-MO | 12 | MO | BARRICADES, SIGNS AND TRAFFIC HANDLING | \$15,000.00 | \$180,000.00 |
| 803S-SF | 660 | LF | SAFETY FENCE | \$50.00 | \$33,000.00 |
| 860S-A | 200 | LF | PAVEMENT MARKINGS PAINT, 4 in. | \$50.00 | \$10,000.00 |
| SS 230190-VIDEO | 1 | LS | VIDEO INSPECTION OF NEWLY INSTALLED CHILLED WATER | \$50,000.00 | \$50,000.00 |
| SS 230517-SEAL12 | 2 | EA | PIPE SEALS UP TO 12" PIPE SIZE | \$5,000.00 | \$10,000.00 |
| SS 230524-AIR | 1 | EA | AIR RELEASE ASSEMBLY PER AE STANDARD DETAIL R2 | \$3,500.00 | \$3,500.00 |
| SS 230524-BFV-12 | 2 | EA | 12" BUTTERFLY VALVE | \$5,000.00 | \$10,000.00 |
| SS 230524-BFV-24 | 4 | EA | 24" BUTTERFLY VALVE | \$65,000.00 | \$260,000.00 |
| SS-232115-HT- 24 ON 24 | 2 | EA | HOT TAP FOR 24" PIPES ONTO 24" PIPE, TO INCLUDE BOTH CHILLED WATER SUPPLY & RETURN PIPING | \$65,000.00 | \$130,000.00 |
| SS 232500-RCHEMa: | <u>29</u> | 100 GAL | CLEANING AND FLUSHING FOR 12" PIPE AND LOWER | \$5.00 | \$145.00 |
| SS 232500-RCHEMc: | <u>212</u> | 100 GAL | CLEANING AND FLUSHING FOR 22" PIPE AND HIGHER | \$10.00 | \$2,120.00 |
| SS 232500-RCHEM1 | 40 | HR | PUMP WATCH | \$20.00 | \$800.00 |
| SS 232500-RCHEM2 | <u>241</u> | GAL | CHEMISTRY FROM 0 TO 5,000 GALLONS OF TREATED WATER | \$50.00 | \$12,050.00 |
| SS 260533 INNER DUCT-A | <u>1100</u> | LF | INSTALLATION OF 3 SINGLE RACEWAY OWNER-PROVIDED INNER DUCTS WITHIN 4" NON-METALLIC/METALLIC CONDUIT. | \$1.00 | \$1,100.00 |
| SS 271300 FIBER OPTIC | <u>1100</u> | LF | FIBER OPTIC CABLE INSTALLED WITHIN INNER DUCT AND MANHOLES | \$50.00 | \$55,000.00 |

Bidding Requirements, Contract Forms and Conditions of the Contract

| | | |
|--|--|------------------------|
| BASE BID | | \$ 3,905,418.00 |
| (Words) | | (Figures) |
| Base Bid includes Trench Excavation Safety Systems & Special Shoring | | |

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

ALLOWANCES:

| | | |
|----------------------------|-----------------------------------|------------------|
| Allowance No. 1: | Unknown Underground Contamination | \$70,000 |
| Allowance No. 2: | Unknown Underground Conflict | \$100,000 |
| SUBTOTAL ALLOWANCES | | \$170,000 |

| | | |
|----------------------------------|--|------------------------|
| BASE BID PLUS ALLOWANCES: | | \$ 4,075,418.00 |
|----------------------------------|--|------------------------|

| | | |
|--|--|------------------------|
| TOTAL BID | | \$ 4,075,418.00 |
| Includes Base Bid plus Subtotal Allowances (if accepted at Contract Execution) | | |

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

Notes:

1. For information pertaining to Rolling Owner Controlled Insurance Program (ROCIP), see Sections 00810 and 00820.
2. For a more detailed explanation of Bid allowances, see Section 01020.
3. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

Optional Information on Bid Prices Submitted by Computer Printout: In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bidding Requirements, Contract Forms and Conditions of the Contract

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of ninety (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or,
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

ROCIP: The Bid includes all Automobile Liability and Builder's Risk Insurance premiums required to meet the insurance limits in the Supplemental General Conditions and includes all premiums for a Performance Bond and a Payment Bond in the sum of one hundred percent (100%) of the Contract Amount. The Bid excludes all costs for the insurance coverages and limits, up to the limits set forth in the Supplemental General Conditions, duplicated by those in the ROCIP, including the costs for all proposed Subcontractors for such coverages and limits as described in the Supplemental General Conditions.

The Bid also includes the cost to provide and maintain through completion of Work all necessary safety rails, barricades, platforms, fences, covers, and signs necessary to adequately protect and safeguard all vehicular and pedestrian traffic within proximity of the Work. The safety information identified in the Project Safety Manual, and in the Supplemental General Conditions, outlines the minimum safety requirements for the Project. CONTRACTOR shall not limit the amount of effort directed toward the CONTRACTOR's safety program based on the requirements identified in the Project Safety Manual. This program is in addition to CONTRACTOR's existing safety program, not in lieu of that program.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report, the Reflection Survey Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. **The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be**

encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to substantially complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within Three Hundred (300) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within Thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to substantially complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

Therefore, the Bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Substantial Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of One Thousand Five Hundred and Sixty dollars (\$1560) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.

If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of Nine Hundred and Forty dollars (\$940) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

Bidding Requirements, Contract Forms and Conditions of the Contract

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

| | | | |
|----------------------|-----------|----------|--------------|
| Addendum No. 1 dated | 5/28/2020 | Received | Everardo Vas |
| Addendum No. 2 dated | 6/01/2020 | Received | Everardo Vas |
| Addendum No. 3 dated | 6/15/2020 | Received | Everardo Vas |
| Addendum No. 4 dated | 6/16/2020 | Received | Everardo Vas |

Addendum 5. 6/18/2020 received Everardo Vas Adm. 6 6/23/2020 received Everardo Vas

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

BIDDER'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

BIDDER'S CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475): The undersigned Bidder certifies that it has read Section 00475 Nonresident Bidder Provisions and N/A Bidder certifies that Bidder is a resident of N/A (Bidder must write in the blank the state of which Bidder is a resident).

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed and enclosed the corresponding Bid Documents with the Bid.

- ☒ MBE/WBE Compliance Document
- ☒ One copy of Total Bid Form

Bidding Requirements, Contract Forms and Conditions of the Contract

The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.

Gabriela Vaca
Corporate Secretary, *if Bidder is a Corporation

gabby@vacaunderground.com
Email for Secretary

(Seal)

Vaca Underground Utilities, Inc
Bidder

Elvardo Vaca
Authorized Signature/Print Name

President
Title

7/9/2020
Date

5721 Alberta St. Houston TX 77050
Address

832-275-7241 / 346-773-4100
Telephone Number / FAX Number

vaca@vacaunderground.com
Email for Person Signing Bid

vaca@vacaunderground.com
Email for Bidder's Primary Contact Person

Bidding Requirements, Contract Forms and Conditions of the Contract

EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

| Project Name: | | | | | |
|--|----------------------|------|-------------|----------------|--------------|
| CIP ID #: | | | | | |
| IFB #: | | | | | |
| Bid Item # | Bid Item Description | Unit | Qty | Unit Bid Price | Total Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |
| Proposal: | | | | | |
| (YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the Bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total Bid amount shown will be read as its total Bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. | | | | | |
| Signed: _____ | | | | | |
| Title: _____ | | | Date: _____ | | |

END

TOTAL BID FORM

| | |
|--|--|
| Solicitation No.: | CLMC804 |
| Project: | San Antonio Street Chilled Water Distribution Extension |
| Bidder: | Vaca Underground Utilities, Inc. |
| Total Bid Amount: (includes Base Bid plus any Allowances or Alternates shown in Section 00300) | \$ 4,075,418.00 Four million seventy five thousand Four hundred eighteen dollars and zero cents |

Notes:

1. This form will be displayed publicly in Austin Finance Online immediately after the solicitation closes.
2. In the case of discrepancies between this form and Section 00300, Section 00300 takes precedence.